

Lease of certain machinery to bankrupt held conditional sales contract and void as to trustee because of failure to record it. *In re Rainey*, 31 Fed. (2nd), 197.

Registration of title of automobile under art. 56, sec. 204, is not substitute for recordation of lien under this section. *Meyer Herson Auto Sales Co. v. Faunkhauser*, 65 Fed. (2nd), 655.

This section referred to in construing art. 66, sec. 1. *Winakur v. Sapourn*, 156 Md. 679. Cited but not construed in *In re Sachs*, 31 Fed. (2nd), 800.

Where there is not only constructive notice of the character of the sale as between the original vendor and the vendee, but actual knowledge as well, this section does not cover the case. Question of whether letter constituted a sales agent for the jury. *Oil Tank Co. v. Middlekauff*, 140 Md. 218.

If an agreement of conditional sale is not recorded, it is invalid as to third parties and cannot be upheld as prior to a lien upon an automobile for repairs. Claim that lien was lost by removal of car from shop. *The Winton Company v. Meister*, 133 Md. 320.

A bankrupt trustee may assert the invalidity of an unrecorded contract reserving title to certain supplies sold, as against third parties. Design of this section. *Roberts & Co. v. Robinson*, 141 Md. 41. And see *In re Eichen-Green, et al.*, 18 Fed. (2nd), (D. Ct. Md.), 103.

A lien for repairs made at the instance of the purchaser of an automobile, upheld, although the lienor had constructive notice of the reservation of title in the seller by an agreement recorded under this section; agency. *Myers v. Auto Co.*, 143 Md. 109.

The United States held under the facts not to be a "third person" within the meaning of this section. Auto truck in which liquor was being illegally transported delivered to vendor though conditional contract of sale was unrecorded. Maryland cases reviewed. *United States v. Torres*, 291 Fed. (D. Ct. Md.) 138.

This section referred to in construing Art. 53, Sec. 18. *Wilhelm v. Boyd*, 172 Md. 89. See notes to art. 66, sec. 1.

### Forms of Conveyancing.

An. Code, 1924, sec. 56. 1912, sec. 54. 1904, sec. 52. 1888, sec. 51. 1856, ch. 154, secs. 26, 62.

72. The following forms shall be sufficient to convey real or personal property:

#### *Form of a Deed conveying a fee simple in Real Estate.*

This deed, made this——day of ——, in the year——, by me, (here insert the name of the grantor,) witnesseth, that in consideration of, (here insert consideration,) I, the said ——, do grant unto (here insert the name of grantee,) all that (here describe the property).

Witness my hand and seal.

Test:

A B.

[SEAL.]

This section referred to in construing secs. 11 and 33. *Carrico v. Farmers', etc., Bank*, 33 Md. 244.

This section referred to in construing sec. 10—see notes thereto. *Kelly v. Nagle*, 150 Md. 135.

An. Code, 1924, sec. 57. 1912, sec. 55. 1904, sec. 53. 1888, sec. 52. 1856, ch. 154, sec. 63.

#### *Form where Married Woman is a Party.*

73. This deed, made this —— day of ——, in the year ——, by us, —— and ——, his wife, witnesseth, that in consideration of ——, we, the said —— and his wife, do grant unto ——

Witness our hands and seals.

Test:

A B.

[SEAL.]